

## **EXHIBIT 5**

**ASSIGNMENT OF CONTRACT PROCEEDS**

This Assignment of Contract Proceeds ("Assignment"), dated August 4, 2011, is made from Helms Caulking, Inc. to the Trustees of the Michigan Bricklayers and Allied Craftworkers Health Care Fund, Michigan Bricklayers and Allied Craftworkers Pension Fund, Michigan Bricklayers and Allied Craftworkers Apprenticeship and Training Fund, BAC 9-MCE Cooperation and Education Trust Fund, Bricklayers and Trowel Trades International Pension Fund and International Masonry Institute (collectively the "BAC Funds") and the International Union of Bricklayers and Allied Craftworkers, AFL-CIO and Local 9 (collectively the "BAC Unions").

WHEREAS, Helms Caulking, Inc. has entered into the Contract with Moore Trospen Construction Company, attached as Exhibit A hereto, to perform work on a Blue Cross/Blue Shield project in Lansing, Michigan; and

WHEREAS, the BAC Funds and BAC Unions have sued Helms Caulking in federal district court in USDC Case No. 09-cv-1125 (W.D. Mi.) and USDC Case No. 11-cv-629 (W.D. Mi.) for benefit contributions, union dues, interest and assessments owed under Helms Caulking, Inc.'s collective bargaining agreements with BAC Local 9; and

WHEREAS, Helms Caulking, Inc. is executing and delivering this Assignment as security for payments of \$20,082.77 due August 31, 2011 and \$40,742.04 due September 30, 2011 in USDC Case No. 09-cv-1125 (W.D. Mi.) and a payment of \$34,418.83 due September 30, 2011 in USDC Case No. 11-cv-629 (W.D. Mi.);

NOW, THEREFORE, to induce the BAC Funds and BAC Unions to agree to certain payment arrangements in USDC Case No. 09-cv-1125 (W.D. Mi.) and USDC Case No. 11-cv-629 (W.D. Mi.)

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and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, Helms Caulking, Inc. makes the following assignment:

1. Helms Caulking, Inc. assigns, pledges, mortgages and transfers to the BAC Funds and BAC Unions all of Helms Caulking, Inc.'s right, title and interest in and to half of all monies and claims for monies due and to become due to Helms Caulking, Inc. under the Contract. Helms Caulking, Inc. shall cause half of all payments due it under the Contract to be paid directly to the BAC Funds and BAC Unions for application to the obligations of Helms Caulking, Inc. which are the subject of USDC Case No. 09-cv-1125 (W.D. Mi.) and USDC Case No. 11-cv-629 (W.D. Mi.)

2. Anything in this Assignment to the contrary notwithstanding, Helms Caulking, Inc. shall remain liable under the Contract, and shall observe, perform and fulfill all of the conditions and obligations to be observed, performed and fulfilled by it thereunder, and the BAC Funds and BAC Unions shall have no obligation or liability thereunder or by reason of or arising out of this Assignment, nor shall the BAC Funds and BAC Unions be required or obligated in any manner to observe, perform or fulfill any of the conditions or obligations of Helms Caulking, Inc. thereunder or pursuant or related thereto, or to present or file any claim or to take any other action to collect or enforce the payment of any amounts which have been assigned to the BAC Funds and BAC Unions or to which the BAC Funds and BAC Unions may be entitled hereunder from time to time.

3. Helms Caulking, Inc. hereby represents, warrants and agrees that, except for this Assignment, it has not assigned, pledged or granted a security interest in or lien on, and hereby agrees that it will not assign, pledge or grant a security interest in or lien on, all or any part of the rights, titles and interests hereby assigned, to anyone other than the BAC Funds and BAC Unions or

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their successors and assigns. Helms Caulking, Inc. further warrants and represents that this Assignment is permitted under the Contract.

4. Helms Caulking, Inc. shall take all steps necessary to ensure that this Assignment can be given effect consistent with the Michigan Builders Trust Fund Act, MCL 570.151 et seq., and can otherwise be given lawful effect.

5. This Assignment shall terminate and be given no further force or effect once Helms Caulking, Inc. pays the \$60,824.81 owed in USDC Case No. 09-cv-1125 and makes the initial settlement payment of \$34,418.83 under the settlement in USDC Case No. 11-cv-629.

6. Moore Trosper Construction Company has the right to remit half of the project payments directly payable to the Michigan BAC Fringe Benefit Funds in an amount not to exceed \$95,243.64.

IN WITNESS WHEREOF, Helms Caulking, Inc. has caused this Assignment to be executed on the date shown above.

HELMS CAULKING, INC. a Michigan  
corporation:

By: 

Daniel Helms  
President